

URBAN/MUNICIPAL

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'81 B180

THE HAMILTON FARMER'S MARKET BY-LAW



This Consolidation of the By-law is prepared for convenience only, for accurate reference, please check the original By-law.





The Corporation of the City of Hamilton

BY-LAW NO. 92-310

TO CONSOLIDATE:

THE HAMILTON FARMERS' MARKET BY-LAW No. 81-180  
and amendments thereto enacted between 1981 and 1992  
into one by-law, AND TO  
incorporate the Hamilton Farmers' Market 1993 Fees Schedule

WHEREAS of The City of Hamilton Act, 1964 provides for The Corporation of the City of Hamilton passing by-laws respecting markets;

AND WHEREAS subsection 72 of section 210 of The Municipal Act, R.S.O. 1990, Chap. M.45 authorizes a municipality to enact by-laws for establishing, maintaining and regulating markets;

AND WHEREAS the market established under By-law No. 81-180 has been moved to a new location in Lloyd D. Jackson Square;

AND WHEREAS it is desirable to enact a by-law in accordance with The City of Hamilton Act, S.O. 1964, c. 130 and The Municipal Act, R.S.O. 1990, Chap. M.45, s. 210, ss. 72

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

Interpretation

1. In this by-law:

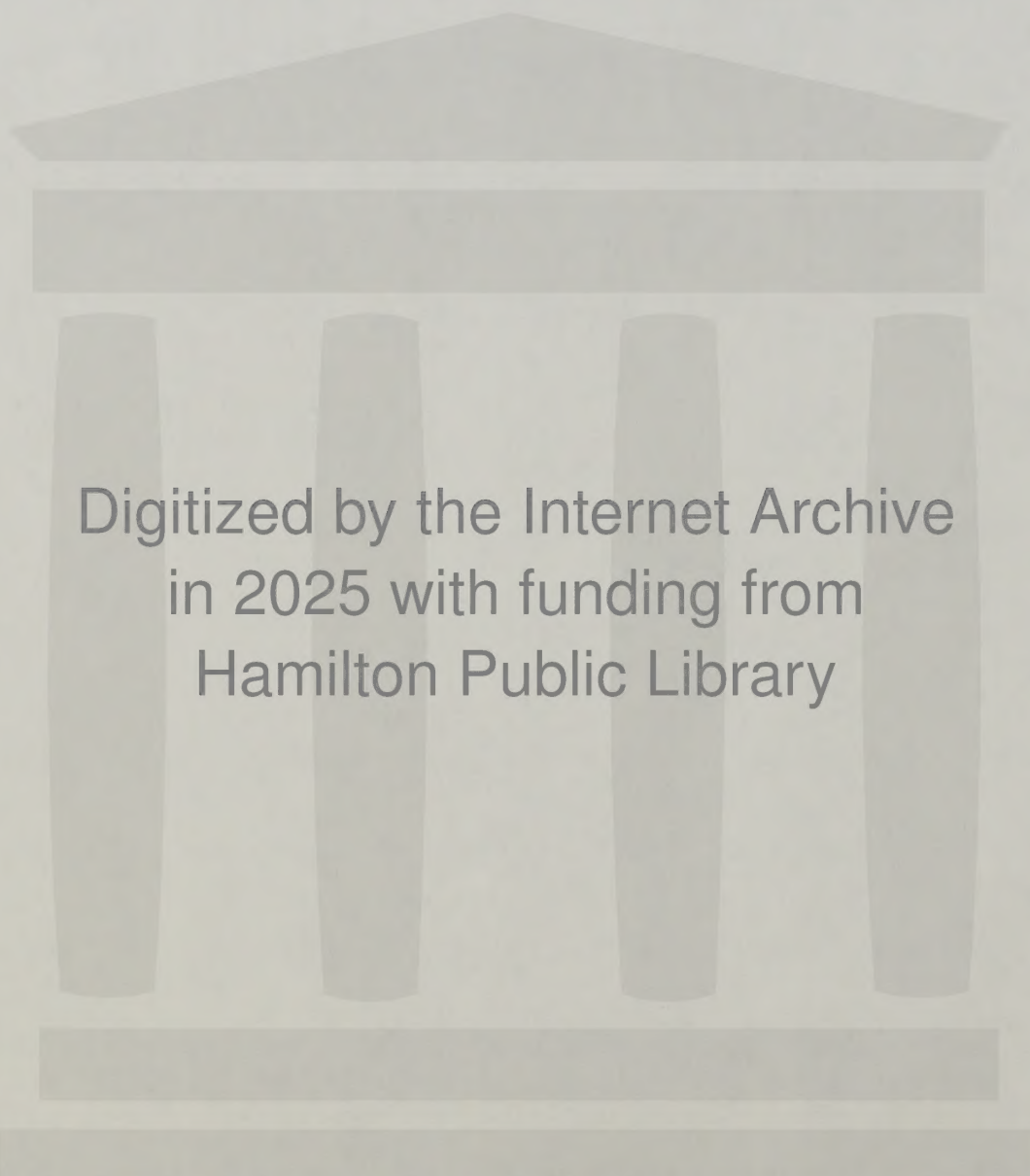
(a) "City Corporation" means The Corporation of the City of Hamilton;

(b) "City Council" means the Council of The Corporation of City of Hamilton;

(c) "committee" means the Legislation Committee of the City Council.

(d) "dealer" means a person who does not own or lease and operate a farm, and who does not sell the produce grown thereon from his stand on the market for any part of the year;

(e) "Hamilton Farmers' Market" or "Market" means the public market of the City Corporation located in Phase 7 of the Lloyd D. Jackson Square;



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(f) "holiday" means and includes every

- (i) Sunday,
- (ii) New Year's Day,
- (iii) Good Friday,
- (iv) Easter Monday,
- (v) Victoria Day,
- (vi) Dominion Day,
- (vii) day appointed as a Civic Holiday by the City Council,
- (viii) Labour Day,
- (ix) Christmas Day,
- (x) Boxing Day,
- (xi) birthday, or day fixed by Proclamation of the Governor General, for the celebration of the birthday of the reigning sovereign,
- (xii) day appointed by Proclamation of the Governor General or the Lieutenant Governor in Council as a public holiday or for a general fast or thanksgiving,
- (xiii) the following Monday, where any holiday falls on the immediately preceding Sunday;

(g) "market day" means any Tuesday, Thursday or Saturday which is not a holiday and, when any Tuesday, Thursday or Saturday is a holiday, then the day before it, and includes any other day which may from time to time be designated by the City Council as a market day;

(h) "market hours" means the hours during which the market premises shall be open on a market day, as provided in section 5a;

(i) "Market Manager" means the person appointed by the City Council to manage the market;

(j) "material" includes tables, chairs, furniture, equipment, packaging material, storage cupboards, garbage or any other things connected with the use of the stand;

(ja) "non-market day" means a day other than a market day;

(k) "producer" means a person who owns or leases and operates a farm, and sells the produce grown thereon from his stand on the market for any part of the year;

(l) "stallholder" means a person to whom the Market Manager has assigned a stand;

(m) "Stand" means:

- (i) the area of the market assigned by the Market





Manager to a stallholder for the sale of his or her produce and food;

(ii) a refrigeration unit and any other area that may be assigned by the Market Manager, or

(iii) the area of the market assigned by the Market Manager for a coffee shop.

2. The "Hamilton Farmers Market" is hereby established.

#### Duties of Market Manager

3.(1) Except with respect to the provisions relating to the fitness or otherwise of any produce or food for human consumption or any other matter falling within the jurisdiction of the Medical Officer of Health, the Market Manager or any person acting on his behalf and with his authority shall administer and supervise the operation of the market and the enforcement of this by-law, including the following duties:

1. Assign stands to stallholders by number, in accordance with the chart hereto annexed as schedule "A".
2. Provide for the closing of the market at closing time.
3. Ensure that the market is cleared and cleaned to his satisfaction within a reasonable time after closing time.
4. Collect fees prescribed by this by-law.
5. Provide for regular payment of the fees collected to the City Treasurer.
6. Provide the City Treasurer with a proper accounting of all receipts and disbursements.
7. Execute the contract in Form 1, hereto annexed.
8. Act under instructions from the Deputy City Clerk from time to time.
9. Act under instructions from the Chief Administrative Officer as transmitted by the Deputy City Clerk.

#### Medical Officer of Health

4.(1) No person shall sell, offer for sale or expose for sale any food on the market without prior approval of the Medical Officer of Health of the Hamilton-Wentworth Regional Health Unit.

(2) The Medical Officer of Health may at any time withdraw his approval where the sale, offer for sale or exposure for sale of any food sold at the market is or may become injurious or dangerous to health.

(3) Where the Medical Officer of Health withdraws his approval, no person shall sell, offer for sale or expose for sale any food on the market.

#### Who May Sell at the Market

5.(1) No person shall sell, offer for sale or expose for sale





anything on or at the market, who is not the producer thereof or a person regularly employed in its production, or who is not a dealer.

(2) Except as provided in subsection 4 of section 6, no person shall sell, offer for sale or expose for sale anything on or at the market who has not previously entered into a contract in Form 1, other than a person who has been assigned a stand on a daily basis.

(3) For the purpose of subsection 1, a producer includes:

(a) a bona fide producer who, on request, provides evidence in the form of his own statutory declaration that he owns or leases and operates a farm and sells the produce grown thereon from his stand on the market for any part of the year; and

(b) a licensed, registered charitable or religious organization at the discretion of the Market Manager.

5a.(1) The market hours for customers shall be from 7:00 o'clock in the forenoon to 6:00 o'clock in the afternoon of the same day.

(2) The market hours for stallholders shall be as follows:

1. Except as provided in paragraphs 2 and 3, from 4:00 o'clock in the forenoon to 6:00 o'clock in the afternoon of the same day.

2. From 12:00 o'clock midnight on market days immediately preceding a statutory holiday to 6:00 o'clock in the afternoon of the same day.

3. During peak season, for such periods of time as are designated by the Market Manager.

#### Application for a Stand

6.(1) Every person who is a producer or dealer may apply for a stand.

(2) Every application for a stand shall be made to the market manager.

(3) Except as provided in subsection 4, every person shall, before he is assigned a stand by the Market Manager, enter into a contract in Form 1.

(4) The applicant for the coffee shop stand who is awarded the stand by the City Council, shall enter into a contract with the City Corporation upon such terms and conditions as the City Council may determine including:







- (a) the duration of the contract;
- (b) amount of the fees to be paid.

(5) Except as provided in subsection 4, every contract shall be for a period of twelve months commencing on January 1st and ending on December 31st.

(6) No person shall be assigned more than three stands.

#### Fees

7. Except as provided in subsection 4 of section 6, every stallholder shall pay a fee in accordance with schedule "B" hereto annexed.

#### Partnerships

7a. Where a stall is proposed to be held or is held jointly or in partnership by a stallholder, the stallholder shall upon written or oral request of the Market Manager complete Form 2 and deliver the completed form satisfactory to the Market Manager within one week of the request.

#### Vending from Stands

8.(1) Every person with whom a contract has been entered into under this section shall occupy only the stand mentioned in the contract.

(2) No person with whom a contract has been entered into shall, at any time and for any purpose, occupy any area that is not the stand mentioned in the contract, or any other space in the market.

9. No stallholder shall sell, offer for sale or expose for sale anything in the market except from a stand assigned to him by the Market Manager and for which he has paid the required fee.

#### Precedence for Occupancy of Stands

10.(1) Dealers and producers shall be assigned by the Market Manager to stands as available.

(2) Every dealer or producer who enters into a contract in Form 1 to pay the rental of a particular stand for the whole of the period from January 1st to December 31st, and pays such rental monthly in advance, shall be entitled on each market day during the currency of the contract to the stand identified in the contract, provided he occupies it before 9:00 o'clock in the forenoon.

(3) Any rented stand which a dealer or producer does not occupy for a minimum of three months in any calendar year shall be posted in the office of the Market Manager for a period of seven days as a vacant stand the following year, and will be made available to any







dealer or producer on a seniority basis.

#### What May be Sold on the Market

11(a). No person shall sell, offer for sale or expose for sale anything in the market except the following:

1. Honey, flowers, fruit, vegetables, citrus fruits, top quality fresh eggs and home-baked products.
2. Dressed poultry, dressed rabbits, home-processed meat products, fresh fish, fresh meat and dairy products that have been properly processed and refrigerated.
3. Produce that constitutes articles of daily consumption in Ontario produced by any farmer, dairy farmer, market gardener, florist or beekeeper.

11(b). Notwithstanding subsection (a), a stallholder may sell, offer for sale or expose for sale foods for pet consumption, provided that the pet food is:

1. displayed, marketed and sold in dry loose, bulk form only;
2. clearly and conspicuously marked as pet food;
3. displayed, marketed and sold as a product incidental to the sale of goods for human consumption.

12.(1) Notwithstanding any other provision of this by-law, there may be sold, offered for sale or exposed for sale at the coffee shop stand foods and other goods and products usually available at a coffee shop take-out service including:

- (a) coffee, tea, soda pop and other like beverages;
- (b) donuts, cake, pie and other like baked goods;
- (c) candy, ice cream and other like confections;
- (d) sandwiches and other like prepared goods; and
- (e) cigarettes, pipes, pipe tobacco and other like tobacco accessory products.

(2) No foods or other goods and produce referred to in subsection 1, except home-baked products, shall be sold, offered for sale or exposed for sale at any other stand other than the Coffee Shop, except by a licensed, registered, charitable or religious organization, upon the approval of the Market Manager.

#### Rules Governing Sale of Certain Produce

13. No person shall sell, offer for sale or expose for sale on the market:

- (a) any fresh meat except from a unit equipped with suitable refrigeration and all other necessary facilities; or





(b) any fresh fish except from a unit equipped with suitable refrigeration and all other necessary facilities; or

(c) any poultry except from a unit equipped with suitable refrigeration and all other necessary facilities where prior to sale, offer for sale or exposure for sale, the poultry was dressed promptly after being killed and properly bled, dressed, washed in clean water, refrigerated and then kept continuously at a temperature not over 40 degrees Fahrenheit; or

(d) any rabbit except from a unit equipped with suitable refrigeration and all other necessary facilities where prior to sale, offer for sale or exposure for sale, the rabbit was dressed promptly after being killed and properly bled, dressed, washed in clean water, refrigerated and properly covered with suitable wrapping material and then kept continuously at a temperature not over 40 degrees Fahrenheit; or

(e) cheddar cheese or any other cheese except from a unit equipped with suitable refrigeration and all other necessary facilities, but only where:

(i) the cheddar cheese has been cured for at least sixty days; or

(ii) the other cheese has been either pasteurized or made from pasteurized milk; or

(f) perishable pastry goods except from a unit equipped with suitable refrigeration and all other necessary facilities, but only where the goods have been properly covered and refrigerated promptly after baking and kept continuously at a temperature not over 40 degrees Fahrenheit; or

(g) dairy products except from a unit equipped with suitable refrigeration and all other necessary facilities; or

(h) home-baked bread or other home-baked goods except in a suitable bag or otherwise suitably covered.

#### Duties of Stallholders

14. Every person who occupies a stand on market day shall comply with the following regulations:

1. Ensure that all persons selling, offering for sale or exposing for sale produce or food are properly attired to the satisfaction of the Market Manager.





2. Not solicit customers by shouting or by the use of sound.
3. Not permit his employees or any other person to solicit customers by shouting or by the use of sound.
4. Conduct all activities in and from his stand in a peaceable and orderly manner to the satisfaction of the Market Manager.
5. Keep and maintain a sign on display above the produce during market hours, readily visible and easily read by customers, bearing his name and address in letters and numbers at least three inches in height.
6. Not sell, offer for sale or expose for sale anything by auction.
7. Not distribute handbills, tracts or any other printed matter of any kind.
8. Not unload any produce, food or material for a stand after 7:00 o'clock in the forenoon, except at a loading dock.
9. Vacate the market and leave the stand clean and clear to the satisfaction of the market manager by not later than 6:30 o'clock in the afternoon.
10. Remove all his produce and food from the market by not later than 7:00 o'clock in the afternoon.
11. Remove all material from the market to the satisfaction of the market manager by not later than 6:30 o'clock in the afternoon.
12. Keep and maintain the loading dock free and clear of all his produce, food and material.
13. Not permit the stand, produce or other material to extend outside of the perimeter of the assigned area.
14. Remove any produce, food or any other material immediately upon request of the Market Manager.
15. Not use or provide electrical facilities additional to the electrical facilities provided in the market.
16. Not use any electrical equipment that is in an unsafe condition and that does not comply with the requirements of Ontario Hydro.
17. Not attach a hose or any other conduit to the water taps provided in the market.
18. Not enter into any electrical or mechanical rooms.





19. Pay the full cost of repairs of any damage resulting from his use of the market.

20. Except a stallholder occupying the Coffee Shop, not cook or heat or apply heat to any food or any other goods or produce in the market.

#### Duties of Stallholders and Other Persons

15. Every stallholder and every other person shall comply with the following regulations:

1. Not obstruct any aisle, passageway, lane, manoeuvring space, ramp, access driveway or exit, except as provided in paragraph 13.

2. Not obstruct access to fire hose cabinets and exit stairwells.

3. Remove all obstructions immediately upon the request of the Market Manager.

4. Not load or unload other than on the loading docks and any other authorized areas.

5. Not operate the freight elevator, overhead doors or any heating, ventilating or electrical systems in the market.

6. Not use the freight elevator except when accompanying produce, food or material to or from the stand.

7. Not remove security chains except when produce, food and material are removed from or returned to the loading dock.

8. Use overhead doors only in accordance with the procedures set out in written instructions provided to each stallholder by the Market Manager.

9. Not affix signs, placards, posters or any other material, in any way, to the building or any part thereof without prior approval of the Market Manager.

10. Not affix any object to the windows or window frames without prior approval of the Market Manager.

11. Obey all directional signs indicating one-way operation of the Truck Tunnel except when otherwise authorized and controlled by the Market Manager.

12. Not drive any vehicle at a rate greater than 5 kilometres per hour.

13. Not stop, park or leave any vehicle:





- (a) in the market; or
- (b) in the loading dock area; or
- (c) in the tunnel area;

except only for the purpose of and during loading or unloading.

14. Not operate the motor of the motor vehicle during loading or unloading.

15. Remove the key from the ignition lock during loading or unloading.

16. Not stop, park or leave any vehicle at or on the entrance or exit ramps outside of the market building.

17. Enter or leave in a vehicle only at authorized entrances and exits.

18. Not make any noise deemed to be unnecessary by the Market Manager or which may annoy or disturb other persons.

19. Not obstruct the Market Manager in the performance of his duties.

16.(1) Every producer shall sell, offer for sale or expose for sale at the stand assigned to him, only produce or food as a producer.

(2) Every dealer shall sell, offer for sale or expose for sale at the stand assigned to him, only produce or food as a dealer.

#### Duties of Person On Non-Market Days

16a. Every person shall comply with the following regulations on non-market days:

- 1. Not unload produce before 2:00 p.m. and after 5:00 p.m.; and
- 2. Unload only at the loading dock area.

#### Removal of Vehicles

17.(1) Where a vehicle is stopped, parked or left contrary to the provisions of this by-law:

- (a) the Market Manager; or
- (b) a police constable upon the oral request of the Market Manager;

may cause the vehicle to be taken to and placed or stored in a suitable place.





(2) All costs and charges for removing, care and storage of the vehicle, if any, are a lien upon the vehicle which may be enforced in the manner provided by section 48 of The Mechanics' Lien Act.

(3) The owner of the vehicle shall pay the costs of removing, care and storage of the vehicle.

#### Cancellation of Contract

18. (1) Where a stallholder fails to comply with any provision of this by-law, the committee may suspend the contract for a specified period of time or may terminate the contract.

(2) Where the contract is suspended, the stallholder is prohibited from occupying the stand during the period of suspension.

#### Penalties

19. Every person who contravenes a provision of this by-law is guilty of an offence and on summary conviction is liable to a fine of not more than \$2,000.00, exclusive of costs.

#### Short Title

20. This by-law may be known and referred to as the Market By-law.

#### Enactment and Repeal

21. As of January 1, 1993,

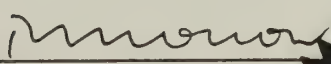
(a) This by-law shall be in full force and effect;

(b) By-law 81-180 and its amending by-laws listed below are repealed:

Amending By-law Nos. 81-218, 81-267, 81-285,  
81-338, 82-34, 82-59, 83-024, 84-277, 84-278, 86-37,  
86-60, 86-339, 86-340, 87-60, 87-112, 87-324,  
87-352, 88-196, 88-269, 89-372, 90-155, 90-356,  
92-037.

(c) Every reference to By-law No. 81-180 and amendments thereto listed in paragraph 21(b) above, shall be a reference to this by-law.

PASSED this 8th day of December, 1992.

  
Mayor

  
City Clerk







FORM 1  
[Section 6(3)]

## HAMILTON FARMERS' MARKET CONTRACT

Commencing:

Ending:

I, (We) the undersigned

(Print Name(s))

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hereby undertake and agree without reservation of any kind with The Corporation of the City of Hamilton for the privilege of occupying and using a stand(s) at the Hamilton Farmers' Market, as follows:

1. To pay a fee for the use of the stand(s) for a twelve month term from January 1st to December 31st unless terminated prior to December 31st as set out below, for:

|     |           |      |
|-----|-----------|------|
| (a) | Stand No. | Fee: |
| (b) | Stand No. | Fee: |
| (c) | Stand No. | Fee: |

2. To pay the fee referred to above monthly in advance by depositing with the Market Manager twelve postdated monthly cheques at the time of executing this contract, on the understanding that this contract shall terminate if the fees are in arrears in excess of one month.

3. If I (we) have not occupied my (our) stand(s) by 9:00 o'clock a.m. on any market day, my (our) right to occupy and use my (our) stand(s) is forfeited for that day only.

4. This contract entitles me (us) only to the use of the stand(s) referred to in this contract.

5. To give the Market Manager thirty (30) days written notice in the event that I (we) propose to terminate my (our) use of my (our) assigned stand or stands.

6. (1) The refrigeration units whose location and size are described in Schedule "A" to this contract form part of the assigned stand(s).

(2) I (We) will pay and be responsible for all repairs and maintenance costs of the refrigeration units and that Fox Refrigeration Inc. will make all such repairs and provide all such maintenance as are necessary in the opinion of the Market Manager to keep and maintain the refrigeration units in good working order.



## SCHEDULE "B"

PART 1: PRODUCERS' AND DEALERS' FEES

| Stand Number    | Location                                           | Amount of Producers' and Dealers' Fees |       |       |
|-----------------|----------------------------------------------------|----------------------------------------|-------|-------|
|                 |                                                    | Monthly                                | Daily | YRLY  |
| 1 to 8          | (Refrigeration Units)                              | 275.00                                 | N/A   | 3300. |
| 12 to 18        | (Refrigeration Units)                              | 275.00                                 | N/A   | 3300. |
| 22              | (Refrigeration Units)                              | 275.00                                 | N/A   | 3300. |
| 9,10,11         | (Refrigeration Units)                              | 230.00                                 | N/A   | 2760. |
| 19,20,21        | (Refrigeration Units)                              | 230.00                                 | N/A   | 2760. |
| 23 to 46        | RAMP                                               | 160.00                                 | 26.00 | 1920. |
| 47 to 62A       | North Wall - Main Floor                            | 160.00                                 | 26.00 | 1920. |
| 63 to 70        | West Wall - Main Floor                             | 160.00                                 | 26.00 | 1920. |
| 71 to 95        | South Wall - Main Floor<br>and Under Ramp          | 160.00                                 | 26.00 | 1920. |
| 96 to 100       | Loading Docks<br>(from 7:30am to 4:00pm)           | 160.00                                 | 26.00 | 1920. |
| 101 to 111      | East Wall - Main Floor                             | 160.00                                 | 26.00 | 1920. |
| 112 to 143      | Stands in Middle from East to West<br>(North Side) | 160.00                                 | 26.00 | 1920. |
| 144 to 175      | Stands in Middle from West to East<br>(South Side) | 160.00                                 | 26.00 | 1920. |
| 30a,36a,37a,46a |                                                    | 89.00                                  | 12.00 | 1068. |
| 70a,72a         |                                                    | 67.00                                  | 12.00 | 804.  |
| 92              |                                                    | 225.00                                 | 26.00 | 2700. |
| 176             | Coffee Shop                                        | 320.00                                 | N/A   | 3840. |





PART 2: DEALERS' FEES PAYABLE IN ADDITION TO FEES PAYABLE UNDER PART 1

| <u>Stand No.'s</u> | <u>Dealers' Fees</u><br><u>Per Annum</u> |
|--------------------|------------------------------------------|
| 1 to 176           | \$ 91.00                                 |

PART 3: PRODUCERS' AND DEALERS' FEES FOR ADJACENT STANDS

Fee for one stand when available, immediately adjacent to a stand for which an annual fee is paid in advance..... \$ 7.00 per day

PART 4: FRIDAY MARKET FEES

|                                 |                  |
|---------------------------------|------------------|
| 8 FT. Refrigeration Unit .....  | \$ 17.00 per day |
| 12 FT. Refrigeration Unit ..... | \$ 21.00 per day |
| Regular Stands .....            | \$ 12.00 per day |
| Each Additional Stand .....     | \$ 7.00 per day  |
| Coffee Shop .....               | \$ 23.00 per day |
| Daily Users' Fees .....         | \$ 26.00 per day |





FORM 2

(Section 7a)

PARTNERSHIP INFORMATION

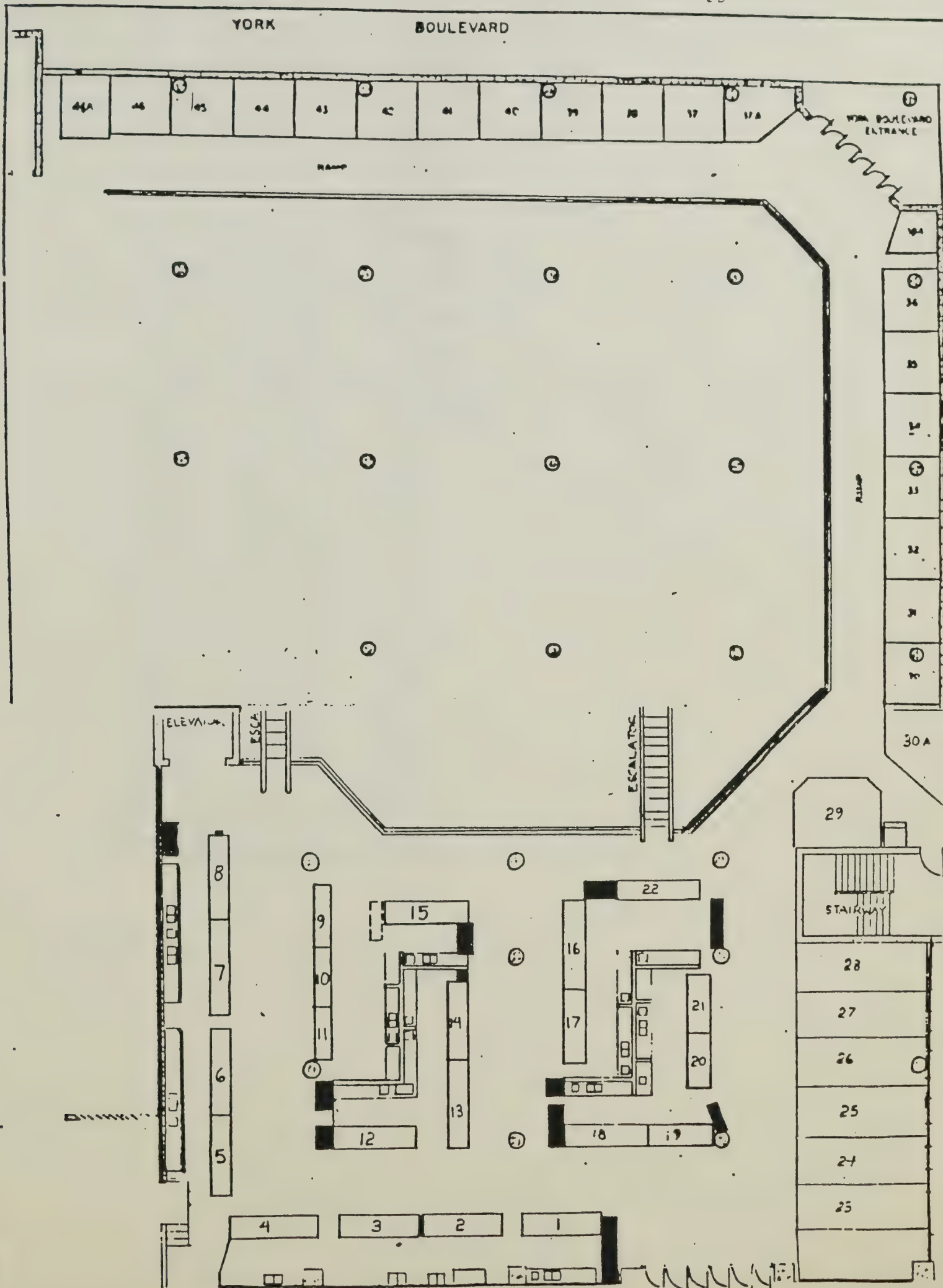
| NO. OF<br>STALL | FULL NAMES<br>OF ALL PARTNERS | FULL ADDRESS<br>OF EACH<br>PARTNER AND<br>TELEPHONE NO. | PERCENTAGE<br>INTEREST IN<br>PARTNERSHIP | DATE<br>BECAME A<br>PARTNER | DATE<br>CEASED<br>TO BE A<br>PARTNER | BUSINESS<br>NAME UNDER<br>WHICH<br>PARTNERSHIP<br>CARRIED ON |
|-----------------|-------------------------------|---------------------------------------------------------|------------------------------------------|-----------------------------|--------------------------------------|--------------------------------------------------------------|
|                 |                               |                                                         |                                          |                             |                                      |                                                              |

SIGNATURES OF ALL PARTNERS

DATED at Hamilton, Ontario, this            day of            , 19    .

NOTE: Any changes occurring in the above information after completion of this form are to be reported by all partners within one week after such change to the Market Manager, who may require the completion of a new form, containing the revised information.





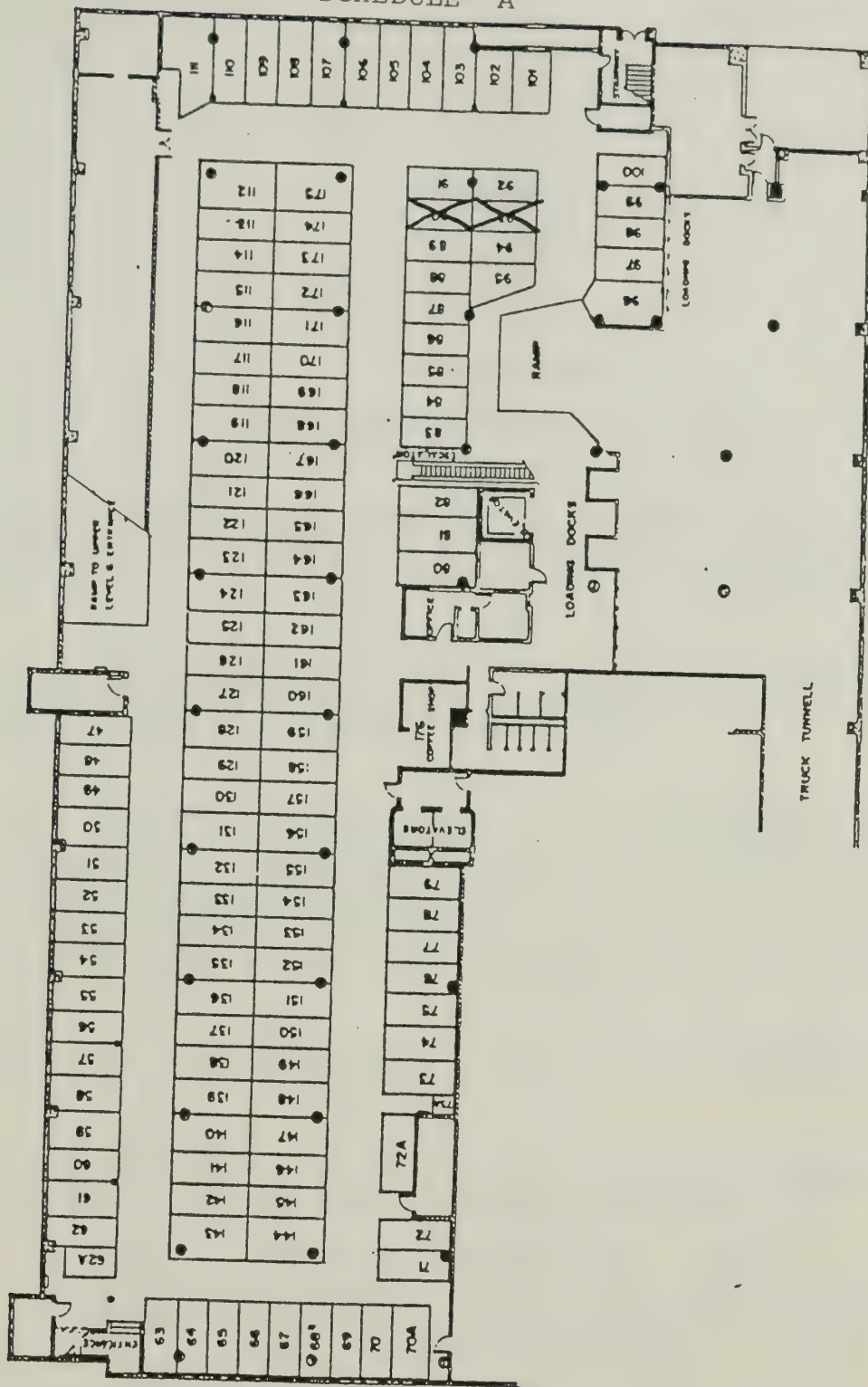
MARKET MEZZANINE  
AND RAMP





SCHEDULE "A"

YORK BOULEVARD







The Corporation of the City of Hamilton

BY-LAW NO. 93-098

To Amend:

Market By-law No. 92-310

Respecting:

**TEMPORARY STALLHOLDER SIGNAGE**

**WHEREAS** subsection 72 of section 210 of the Municipal Act, R.S.O. 1990, Chapter M.45 authorizes a municipality to enact by-laws for establishing, maintaining and regulating markets;

**AND WHEREAS** the Council of The Corporation of the City of Hamilton passed By-law No. 92-310 on the 8th day of December 1992 to regulate the Hamilton Farmers' Market;

**AND WHEREAS** the Council of The Corporation of the City of Hamilton in adopting Section 14 of the 6th Report of the Finance and Administration Committee at its meeting held on the 30th day of March 1993 recommended that By-law No. 92-310 be amended to allow for temporary stallholder signage to be displayed on stalls at the Hamilton Farmers' Market when occupied by daily vendors.

**NOW THEREFORE** the Council of The Corporation of the City of Hamilton enacts as follows:

1. Section 10 of By-law No. 92-310 is amended by adding thereto the following the following subsection:

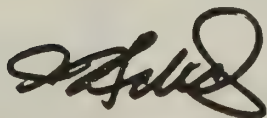
"(4) Every stallholder who occupies a stand on a regularly scheduled market day as a daily vendor may display a sign provided by the Market Manager in the form of Schedule "C" hereto annexed, or such other sign approved or authorized by the Market Manager in her sole discretion."

2. Schedule "A" annexed hereto forms part of this by-law, and part of By-law No. 92-310 as Schedule "C".

3. In all other respects, By-law No. 92-310 is hereby confirmed, unchanged.

PASSED this 27th day of April

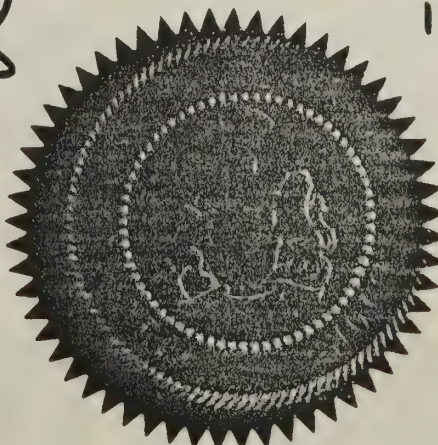
A.D. 1993.



City Clerk



Mayor





SCHEDULE "A"

To By-law No. 93-098

and

SCHEDULE "C"

To By-law No. 92-310

HAMILTON FARMERS MARKET  
DAILY VENDOR  
STAND NO. \_\_\_\_\_

Business Name  
DATE \_\_\_\_\_ Market Office





The Corporation of the City of Hamilton

BY-LAW NO. 93- 151

To Amend:

Market By-law No. 92-310

Respecting:

**MARKET HOURS**

**WHEREAS** Section 210, paragraph 72 of the Municipal Act, Chapter M.45 provides as follows:

210. By-laws may be passed by the councils of local municipalities:

65. For establishing, maintaining and operating markets and for regulating such markets and any other markets located within the municipality;

**AND WHEREAS** the Council of The Corporation of the City of Hamilton passed By-law No. 92-310 on the 8th day of December 1992 to regulate the Hamilton Farmers' Market;

**AND WHEREAS** the Council of The Corporation of the City of Hamilton in adopting Section 16 of the 13th Report of the Finance and Administration Committee at its meeting held on the 26th day of May 1992 recommended that By-law No. 81-180, as amended, be further amended to change the hours of operation for the Hamilton Farmers' Market.

**NOW THEREFORE** the Council of The Corporation of the City of Hamilton enacts as follows:

1. Subsection 5a. (1) of By-law No. 92-310, as amended, is further amended by repealing and substituting therefor the following:

5a. (1) The market hours for customers shall be as follows:

1. From 7:00 o'clock in the forenoon to 6:00 o'clock in the afternoon of the same day on Tuesday and Thursday;
2. From 7:00 o'clock in the forenoon to 6:00 o'clock in the afternoon of the same day on Friday; and
3. From 6:00 o'clock in the forenoon to 6:00 o'clock in the afternoon of the same day on Saturday.





2. Subsection 5a. (2) of By-law No. 92-310, as amended, is further amended by repealing and substituting therefor the following:

5a. (2) The market hours for stallholders shall be as follows:

1. Except as provided in paragraphs 2, 3 and 4, from 4:00 o'clock in the forenoon to 6:00 o'clock in the afternoon of the same day.
2. On Saturdays from 3:00 o'clock in the forenoon to 6:00 o'clock in the afternoon of the same day.
3. From 12:00 o'clock midnight on market days immediately preceding a statutory holiday to 6:00 o'clock in the afternoon of the same day.
4. During peak season, for such periods of time as are designated by the Market Manager.

3. In all other respects, By-law No. 92-310, as amended, is hereby confirmed, unchanged.

4. This by-law comes into force and effect on the 1st day of June 1992.

PASSED this 29th day of June A.D. 1993



CITY CLERK



MAYOR



The Corporation of the City of Hamilton

BY-LAW NO. 93- 205

To Amend:

Market By-law No. 92-310  
As Amended by By-law No. 93-151

Respecting:

**MARKET HOURS**

**WHEREAS** the Council of The Corporation of the City of Hamilton passed By-law No. 92-310 on the 8th day of December 1992 to regulate the Hamilton Farmers' Market;

**AND WHEREAS** the Council of The Corporation of the City of Hamilton in adopting Section 16 of the 13th Report of the Finance and Administration Committee at its meeting held on the 26th day of May 1992 recommended that By-law No. 81-180, as amended, be further amended to change the hours of operation for the Hamilton Farmers' Market.

**AND WHEREAS** the Council of The Corporation of the City of Hamilton passed By-law No. 93-151 on the 29th day of June 1993 to change the hours of operation for the Hamilton Farmers' Market;

**AND WHEREAS** it is expedient to amend By-law No. 93-151 to correct a typographical error as hereinafter provided.

**NOW THEREFORE** the Council of The Corporation of the City of Hamilton enacts as follows:

1. Paragraph 2 of Subsection 5a. (1) of By-law No. 92-310, as amended by Section 1 of By-law No. 93-151, is further amended by repealing and substituting therefor the following:

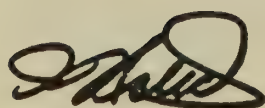
"2. From 9:00 o'clock in the forenoon to 6:00 o'clock in the afternoon of the same day on Friday; and"

2. In all other respects By-law No. 93-151 is hereby confirmed, unchanged.

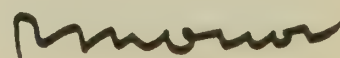
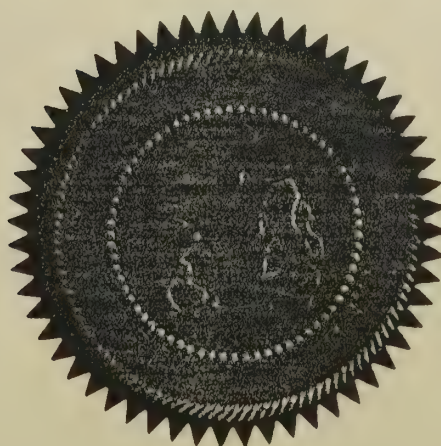
PASSED this 28th day of

September

A.D. 1993



CITY CLERK



MAYOR





The Corporation of the City of Hamilton

BY-LAW NO. 93-242

To Amend Market By-law No. 92-310

Respecting:

**HAMILTON FARMERS' MARKET STAND CONTRACT  
AND MARKET FEES**

**WHEREAS** subsection 72 of section 210 of the Municipal Act, R.S.O. 1990, Chapter M.45 authorizes a municipality to enact by-laws for establishing, maintaining and regulating markets;

**AND WHEREAS** the Council of The Corporation of the City of Hamilton passed By-law No. 92-310 on the 8th day of December 1992 to regulate the Hamilton Farmers' Market;

**AND WHEREAS** it is expedient to make a housekeeping change with respect to the definition of "market day", as hereinafter provided;

**AND WHEREAS** the Market Stand Contract referred to in Section 6.(3) of By-law No. 92-310 is appended thereto as FORM 1;

**AND WHEREAS** the Council of The Corporation of the City of Hamilton in adopting Section 7 of the 21st Report of the Finance and Administration Committee at its meeting held on the 9th day of November 1993 recommended that the Hamilton Farmers' Market Stand Contract for 1994 be revised, as hereinafter provided;

**AND WHEREAS** the Council of The Corporation of the City of Hamilton in adopting Section 6 of the 21st Report of the Finance and Administration Committee at its meeting held on the 9th day of November 1993 recommended that the stallholder fees for the Hamilton Farmers' Market for 1994 be increased by 4.5%, as hereinafter provided.

**NOW THEREFORE** the Council of The Corporation of the City of Hamilton enacts as follows:

1. Section 1.(g) of By-law No. 92-310 is amended by adding thereto the word "Friday" after the word "Thursday" in the first line.
2. FORM 1 appended to By-law No. 92-310, as amended, is hereby repealed and the Hamilton Farmers' Market Contract annexed hereto as Schedule "A" and forming part of this by-law is substituted therefor.
3. Schedule "B" to By-law No. 92-310, as amended, respecting the stallholder fees for the Hamilton Farmers' Market is hereby repealed and Schedule "B" attached hereto and forming part of this by-law is substituted therefor.



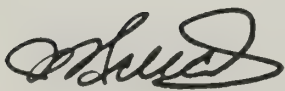
4. In all other respects, By-law No. 92-310, as amended, is hereby confirmed, unchanged.

5. This by-law comes into force and effect on the 1st day of January 1994.

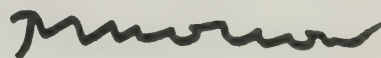
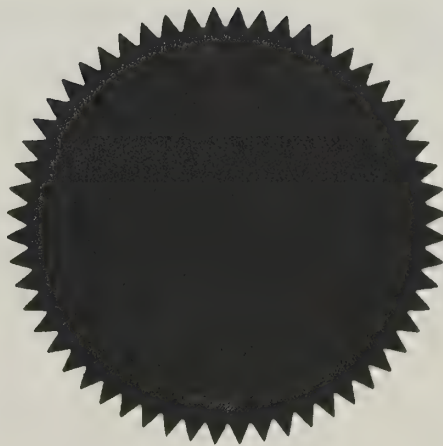
PASSED this 30th day of

November

A.D. 1993



CITY CLERK



MAYOR

(1993) 21 R.F.A.C. 6,7, November 9





SCHEDULE "A"

To By-law No. 93- 242

FORM 1  
[Section 6(3)]

HAMILTON FARMERS' MARKET CONTRACT

Commencing:

Ending:

I, (We) the undersigned

(Print Name(s))

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

hereby undertake and agree without reservation of any kind with The Corporation of the City of Hamilton for the privilege of occupying and using a stand(s) at the Hamilton Farmers' Market, as follows:

1. To pay a fee for the use of the following stand(s) on Tuesday, Thursday, Friday and Saturday market days for a twelve-month term from January 1st to December 31st unless terminated prior to December 31st as set out below, for

|               |      |
|---------------|------|
| (a) Stand No. | Fee: |
| (b) Stand No. | Fee: |
| (c) Stand No. | Fee: |

2. To pay the fee referred to above monthly in advance by depositing with the Market Manager twelve postdated monthly cheques at the time of executing this contract, on the understanding that this contract shall terminate if the fees are in arrears in excess of one month.

3. That on a twice yearly basis I will be rebated the daily fee, without interest, for each Friday market day where I have notified the Market Office by 9:00 a.m. that I would not utilize my stall(s).

4. If I (we) have not occupied my (our) stand(s) by 9:00 o'clock a.m. on any market day, my (our) right to occupy and use my (our) stand(s) is forfeited for that day only.



5. This contract entitles me (us) only to the use of the stand(s) referred to in this contract.
6. To give the Market Manager thirty (30) days written notice in the event that I (we) propose to terminate my (our) use of my (our) assigned stand or stands.
7. (1) The refrigeration units whose location and size are described in Schedule "A" to this contract form part of the assigned stand(s).  
  
(2) I (We) will pay and be responsible for all repairs and maintenance costs of the refrigeration units and that Fox Refrigeration Inc. will make all such repairs and provide all such maintenance as are necessary in the opinion of the Market Manager to keep and maintain the refrigeration units in good working order.
8. That The Corporation of the City of Hamilton shall have the right at any time and from time to time to assign to me (us) a stand(s) in place of the stand(s) referred to above and to increase or decrease the term fee(s) in accordance with the fee(s) for the substitute stand(s) and upon assignment to vacate the stand(s) occupied by me (us) at such time as may be specified to me (us) by the Market Manager.
9. That any stand(s) assigned to me (us) is (are) owned and in possession of the City of Hamilton at all times and I (we) have been given the privilege only of occupying or using the stand(s).
10. I (We) will observe and comply with all public health laws and food laws of Ontario and Canada and with all by-laws, regulations, notices, orders and demands of the City.
11. That I (we) will remove and restore all changes to the stand(s) to its (their) original condition at the time the stand(s) was (were) assigned to me (us) at my (our) sole cost and expense and at no cost or expense to the City.
12. I (We) shall and do hereby indemnify and save harmless The Corporation of the City of Hamilton from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer or be put to by reason of any damage to property or injury or death to persons as a result of the privilege herein allowed to me (us).





13. That notwithstanding any other provision, this contract will not come into effect and no stand(s) shall be assigned to me (us) unless and until I (we) file proof of public liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00) satisfactory to the Market Manager.

14. This contract will not come into effect and no stand shall be assigned to me (us) unless and until I (we) provide the Market Manager with a Certificate of Compliance from the Workers' Compensation Board.

DATED at Hamilton, Ontario this                      day of                      19

.....  
Market Manager

\*\*.....  
Signature in Full of Stallholder

\*\*.....  
Address of Stallholder (Please Print)  
(Street, City, Province, Postal Code)

\*\*.....  
Telephone Number

\*\* Each person whose name appears at the beginning of this contract, must sign and provide their address and telephone number.



\*\* .....  
Signature in Full of Stallholder

\*\* .....  
Address of Stallholder (Please Print)  
(Street, City, Province, Postal Code)

\*\* .....  
Telephone Number

\*\* .....  
Signature in Full of Stallholder

\*\* .....  
Address of Stallholder (Please Print)  
(Street, City, Province, Postal Code)

\*\* .....  
Telephone Number

\*\* .....  
Signature in Full of Stallholder

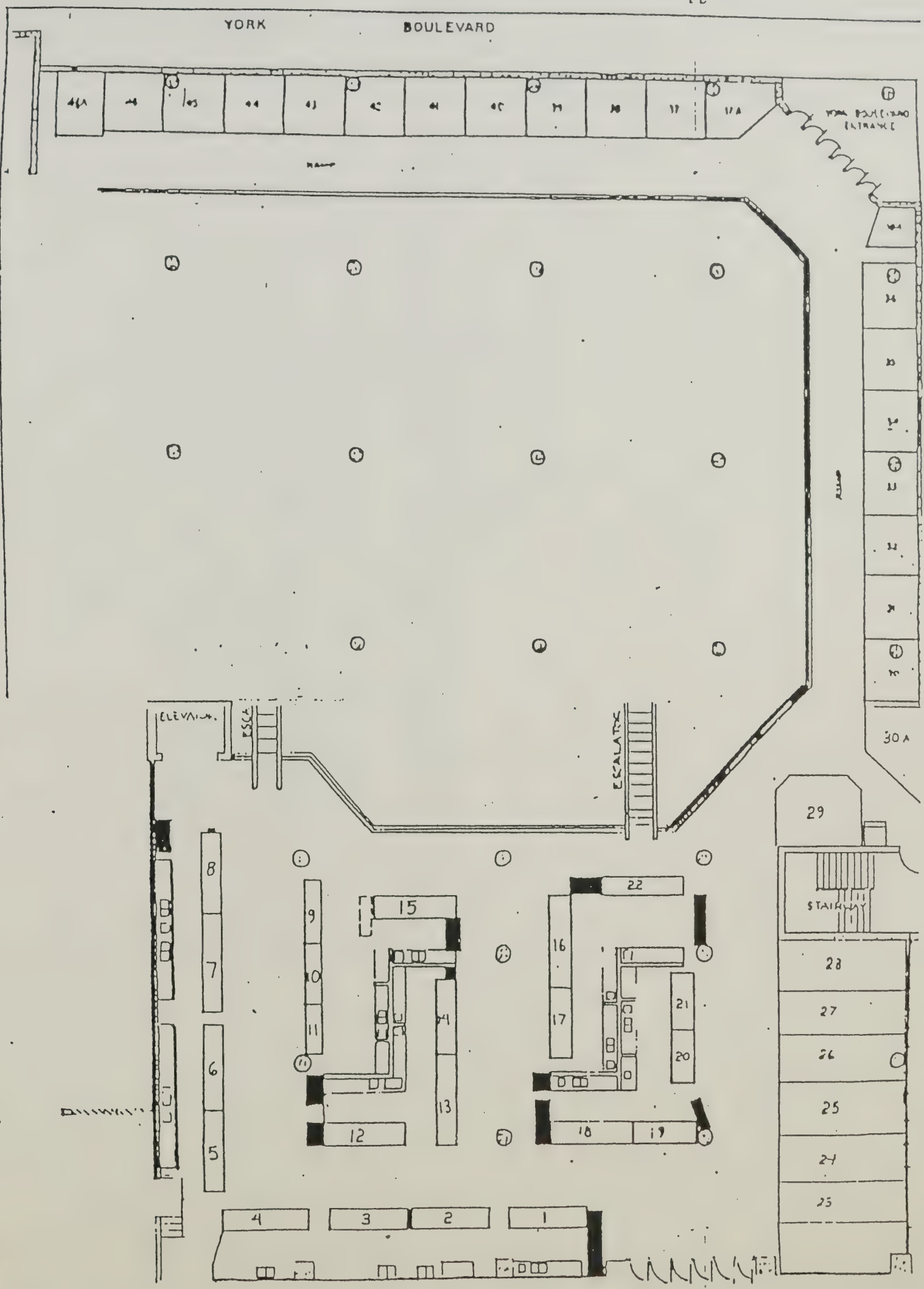
\*\* .....  
Address of Stallholder (Please Print)  
(Street, City, Province, Postal Code)

\*\* .....  
Telephone Number

\*\* Each person whose name appears at the beginning of this contract, must sign and provide their address and telephone number.







- ADDITIONAL INSTALLATIONS

- PROPOSED INSTALLATIONS

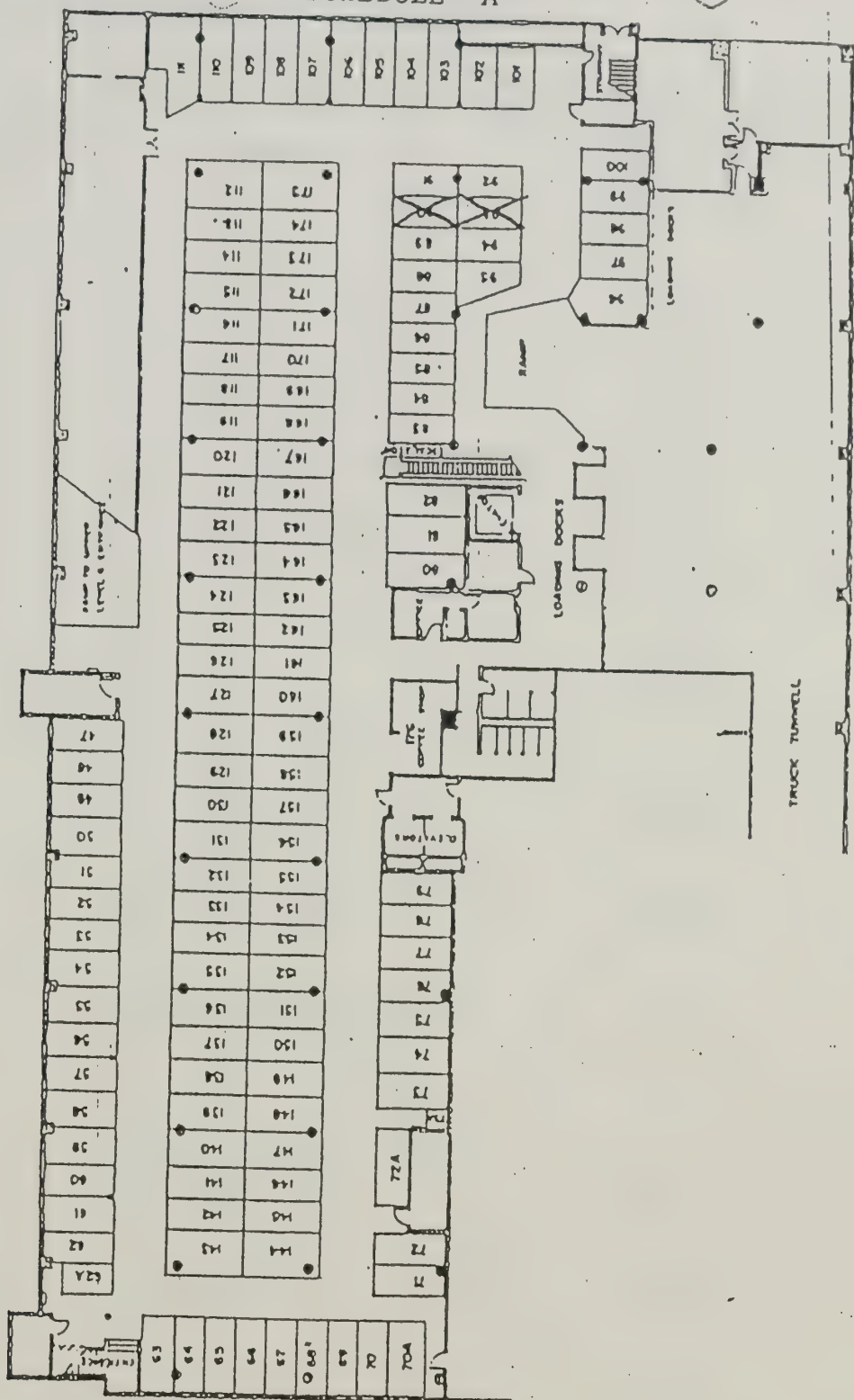
MARKET MEZZANINE  
AND RAMP



SCHEDULE "A"

BOULEVARD

YORK







**HAMILTON FARMERS MARKET  
1994 FEE SCHEDULE**

Page 1 of 2

**SCHEDULE 'B' TO BY-LAW NO. 92-310**

SCHEDULE "B"

**PART 1: PRODUCERS' AND DEALERS' FEES**

To By-law No. 93-242

| Stand Number         | Location                                           | Amount of Producers' and Dealers' Fees |               |
|----------------------|----------------------------------------------------|----------------------------------------|---------------|
|                      |                                                    | Monthly Fee<br>4 days per week         | Daily<br>Fees |
| 1 - 8                | (12' Refrigeration Units)                          | \$384.                                 | N/A           |
| 9,10,11              | (8' Refrigeration Units)                           | \$321.                                 | N/A           |
| 12 to 18             | (12' Refrigeration Units)                          | \$384.                                 | N/A           |
| 19,20,21             | (8' Refrigeration Units)                           | \$321.                                 | N/A           |
| 22                   | (12' Refrigeration Units)                          | \$384.                                 | N/A           |
| 23-46                | RAMP                                               | \$223.                                 | \$26.         |
| 47 to 62A            | North Wall - Main Floor                            | \$223.                                 | \$26.         |
| 63 to 70             | West Wall - Main Floor                             | \$223.                                 | \$26.         |
| 71 - 95              | South Wall - Main Floor<br>and under Ramp          | \$223.                                 | \$26.         |
| 96-100               | Loading Docks<br>(from 7:30 am to 4:00 pm)         | \$223.                                 | \$26.         |
| 101 to 111           | East Wall - Main Floor                             | \$223.                                 | \$26.         |
| 112 to 143           | Stands in Middle from East to<br>West (North Side) | \$223.                                 | \$26.         |
| 144 to 175           | Stands in Middle from West to<br>East (South Side) | \$223.                                 | \$26.         |
| 30a, 36a<br>37a, 46a | Irregular (ramp)                                   | \$124.                                 | \$12.         |
| 70a, 72a             | Irregular (main floor west)                        | \$ 94.                                 | \$12.         |
| 92                   | Irregular (main floor by escalator)                | \$314.                                 | \$26.         |
| 176                  | Coffee Shop                                        | \$446.                                 | N/A           |



PART 2: DEALERS' FEES PAYABLE IN ADDITION TO FEES PAYABLE UNDER PART 1

| <u>Stand No.'s</u> | <u>Dealers' Fees</u><br><u>Per Annum</u> |
|--------------------|------------------------------------------|
| 1 to 176           | \$91.00                                  |

PART 3: PRODUCERS' AND DEALERS' FEES FOR ADJACENT STANDS

Fee for one stand when available, immediately adjacent to a stand for which an annual fee is paid in advance.....\$7.00 per day



TABLE 1. Summary of the results of the analysis of variance for the effect of the treatment on the response variable.

| Treatment   | Response Variable | Mean | Standard Error |
|-------------|-------------------|------|----------------|
| Control     | Yield (kg/ha)     | 1.2  | 0.1            |
| Treatment 1 | Yield (kg/ha)     | 1.5  | 0.1            |
| Treatment 2 | Yield (kg/ha)     | 1.8  | 0.1            |

TABLE 2. Summary of the results of the analysis of variance for the effect of the treatment on the response variable.

TABLE 3. Summary of the results of the analysis of variance for the effect of the treatment on the response variable.



ACCOPRESS® 

|       |            |        |
|-------|------------|--------|
| 30071 | BLACK/NOIR | BG3007 |
| 30072 | BLUE/BLEU  | BU3007 |
| 30074 | GREY/GRIS  | BD3007 |
| 30075 | GREEN/VERT | BP3007 |
| 30078 | RED/ROUGE  | BF3007 |

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